

## **EXHIBIT K: Scope of Work - Church Street Parking Deck Structural Repairs**

**Contractor** will provide the following scope of services at the Church Street Parking Deck.

### *Task 1 – Structural and Waterproofing Repair Construction Documents*

To allow preparation of the repair documents, the following sub-tasks will be completed.

- 1.1 Create CAD base files based on as-built structural information provided to KHA by the Client. KHA assumes that there are no available CAD files for the Church Street Parking Garage. The CAD base files created by KHA will utilize scanned images of the record drawings from the original construction. The base files will not include redrawing the deck in CAD. The base files are not to be considered as-builts, since they are based on the limited available information. Rather, these base files will be used to generally describe the repair locations and extent.
- 1.2 Review the architectural and structural drawings provided by the Client for the parking garage as it relates to the recommended “Priority 1” repairs. This does not include verifying as-built conditions of the entire garage including, but not limited to, column grids and dimensions, rather a focus on the areas in which are being repaired.
- 1.3 Conduct a site visit to review the list of “Priority 1” repair items in an effort to obtain additional measurements, confirm estimated quantities, and repair locations. This task shall follow the review of drawings noted above. Photographs and some minimal field marking of repairs will be completed. Due to the nature of restoration construction, it should be understood that our quantities may not completely reflect final repair quantities for some items.

The purpose of the following sub-tasks is to prepare construction documents for “Priority 1” repairs. The following services are included in this task:

- 1.4 Research “Priority 1” repair methods and products applicable to the parking garage.
- 1.5 Evaluate any needed phasing of repairs based on priority, order of operations, Client funds, and preferences.
- 1.6 Provide construction drawings of recommended “Priority 1” repairs. Drawings will consist of plan views, general notes, repair details, and typical photographs.
- 1.7 Provide striping plans for the repairs that result in modifications to traffic flow or parking stall arrangement.
- 1.8 Provide technical specifications for recommended structural and waterproofing repairs. Up front documents provided by the Client will be incorporated into the Project Manual.
- 1.9 Update the opinion of probable construction cost for each repair, if quantities are modified based on our site walk-through. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as

to the amount of any cost, it shall employ an independent cost estimator. Consultant's services are limited to the "Priority 1" items and budget defined above. Additional repair items beyond those specifically listed will be paid for as Additional Services.

- 1.10 Detail recommended repairs into one (1) bid package for the "Priority 1" repairs to the Church Street Parking Garage.
- 1.11 Submit a set of 50% Construction Documents for the "Priority 1" repair items to the City of Durham Project Manager for review and comment.
- 1.12 Progress Construction Documents for the "Priority 1" repair items to 95% and submit to the City of Durham Project Manager for review and comment.
- 1.13 Submit 100% Construction Documents for the "Priority 1" repair items for Client and/or Agency review. Additional Client and/or Agency reviews for items beyond those listed as "Priority 1" will be considered an additional service.
- 1.14 Attend Express Plan Review for the "Priority 1" repair construction documents, if needed.
- 1.15 Final deliverables for the bid package include two (2) half sized sets of signed and sealed drawings on bond paper, and two (2) copies of the corresponding Project Manual. One (1) PDF copy of full sized signed and sealed drawings (24"x26") and one (1) PDF copy of the corresponding Project Manual will also be provided.

#### *Task 2 – Bid Phase*

It is assumed that the City of Durham will manage the Bid Phase of the project, with assistance provided by KHA as documented below.

KHA will:

- 2.1 Respond to Contractor technical questions related to the bid package.
- 2.2 Issue required Addenda for bid package.
- 2.3 Provide a Pre-Bid conference agenda and conduct one (1) Pre-Bid conference for the bid set.
- 2.4 Attend bid opening.
- 2.5 KHA will assist in the evaluations of the received bids for the bid package.

#### *Task 3 – Construction Phase*

KHA will provide construction phase services for the "Priority 1" repair bid package as described in this task. The day-to-day construction management will be handled by the selected contractor.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's services will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Church Street Deck Structural Repairs – Exhibit K

the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

KHA will provide the following services:

- 3.1 Provide the Pre-Construction conference agenda and conduct Pre-Construction conference with the selected Contractor prior to the commencement of Work at the Site.
- 3.2 Provide on-site construction observation services during the construction phase. Consultant will make visits to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- 3.3 Recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 3.4 Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- 3.5 Recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3.6 Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Consultant will take appropriate action with each submittal within 7 calendar days.
- 3.7 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 3.8 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may make recommendations for approval or corrective action as appropriate

based on Consultants review of certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

- 3.9 Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- 3.10 Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- 3.11 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

- 3.12 Consultant will compile warranty/product literature submitted by the Contractor.

Consultant will provide the Client with Record Drawings in AutoCAD and PDF format for the "Priority 1" repair items, based on information provided by the selected contractor.

Where both this Agreement and exhibit impose similar tasks or duties on the Engineer, The Engineer shall perform the greater or most extensive of the tasks or duties.